

EXHIBIT 17

From: "Amy F. Fisher <Amy-Fisher@mennlaw.com>" <Amy-Fisher@mennlaw.com>

Sent: Thu, 09 May 2019 20:49:46 +0000

To: eric@nsbl.com

CC: eric@wikman.com

Subject: Bay Tek/Full Circle

Attachments:

· Ltr to Mr. Pavony 5-7-19 (01161300x9D9B4).pdf (1915 kb)

Good afternoon. Please see attached correspondence from Attorney Coffey dated May 7, 2019. Thank you.

Amy F. Fisher | Legal Assistant to

Attorney Patrick J. Coffey

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Exhibit 21

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Patrick J. Coffey
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May 7, 2019

Via Email

Full Circle United, LLC
Attn: Mr. Eric Pavony
1810 East 12th Street
Austin, TX 78702

RE: Bay Tek Entertainment, Inc.

Dear Mr. Pavony:

As you know our law firm represents Bay Tek Entertainment, Inc. ("Bay Tek"). I am familiar with all that has transpired between Bay Tek and Full Circle United, LLC ("FCU") since the Fall of 2017. I know that there is a good faith disagreement between Bay Tek and FCU with respect to the terms of an oral revenue share agreement. I recognize the amount of time and money that both Bay Tek and FCU will expend if the issues related to the revenue share matter are not resolved through negotiations. I also know that issues exist as between Bay Tek and FCU with respect to the License Agreement dated July 17, 2014.

Cutting to the chase, Section 5.2 of the License Agreement is critical to both Bay Tek and FCU. In a nutshell, Section 5.2 makes clear that FCU is obligated to use, exclusively, Bay Tek manufactured Skee-Ball alleys in the conduct of its business as long as Bay Tek manufactures Skee-Ball alleys. Despite confusion that exists and the numerous theories and explanations that I have read in a couple FCU generated email messages, Bay Tek has always been, and remains to this day, ready, willing and able to manufacture and deliver to FCU as many Skee-Ball alleys as FCU may ever need to conduct its' business. I know that FCU believes that Bay Tek is failing to comply with the terms of the License Agreement by not manufacturing Skee-Ball alleys to FCU's requested custom specifications, but nothing in the License Agreement requires Bay Tek to do so. Further, my understanding is that FCU has never actually offered to purchase, from Bay Tek, any Skee-Ball alleys, custom or stock. I further understand that with the exception of the revenue share Skee-Ball alleys currently in FCU's possession, FCU has never offered to rent or borrow Skee-Ball alleys from Bay Tek.

I assume you probably do not agree with my statements and conclusions any more than I agree with many of yours that I have read. We could, and may someday, debate Bay Tek's and FCU's opposing positions for hours on end. But the crux of the matter is both Bay Tek and FCU are

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likely to be best served by negotiating a reasonable global settlement of the outstanding oral revenue share and License Agreement issues.

Bay Tek is very sincere in its desire to put the issues that are interfering with its' business and FCU's business behind both parties. Bay Tek recognizes the potential of Brewskee-ball, and what you and FCU can do with it, if current distractions are eliminated. Bay Tek would like for Bay Tek and FCU to make peace with one another. To that end, Bay Tek has instructed me to deliver to you the proposal that is attached to this correspondence. You will recognize the proposal. It is the same proposal Larry Treankler delivered to you at your January 17, 2019 meeting in New York. Eric, this is a final proposal.

I was not involved in the preparation of the proposal back in January but I have reviewed it and I have also reviewed what was available to me and what I was able to draw from my own research of FCU's business, its' successes and its' failures. There are unavoidable realities of FCU's past and present circumstances. FCU's dreams, hopes and expectations are obvious. The realities of what FCU has actually accomplished in the past 13 years are also obvious. Despite a great idea, great brand and your tremendous efforts and unbounded enthusiasm, and the thousands of hours spent by you and your partners promoting your Brewskee-ball vision, the dream has barely left the launching pad. FCU has virtually no presence in the national sports or entertainment markets. FCU's first Live National Skee-Ball Live Tournament, launched nine months ago, as only 330 views. You have, simply, not been able to catch the commercial lightning in a bottle you covet. Whether or not you wish to recognize or acknowledge it, the proposal is a very sincere example of Bay Tek attempting to settle a dispute, or perhaps two disputes, before Bay Tek and FCU spend tens of thousands of dollars on attorneys' and expert fees and court costs. Bay Tek wants Brewskee-ball to succeed. Bay Tek wants you to succeed. Forget about the disputes for a minute, were FCU to have been given a proposal like this during its organizational infancy, one can hardly imagine it being rejected. The bar/tavern industry in the U.S., let alone the World, is a market with virtually no horizon. After years of effort, FCU has not expanded beyond the nine cities listed on your website. Bay Tek's proposal unquestionably offers FCU the necessary material infrastructure (50 total Skee-Ball alleys), if placed into the bar/tavern market successfully, capable of generating cash in amounts that greatly exceed anything that FCU has thus far been able to generate. Reliable and immediate cash flow (without any start up debt or financing concerns) could be the launching pad for the Brewskee-ball phenomenon of FCU's vision. Using these 50 Skee-Ball alleys as a springboard to acquiring additional alleys from Bay Tek or another manufacturer not currently eligible to do business with FCU may be the boost FCU needs. FCU's expansion driven by reinvestment of earned revenue or tapping into traditional borrowing/lending sources is a luxury most start-up businesses can only dream about.

To reiterate, Bay Tek would like to make peace with FCU. Please take a longer and harder look at the proposal. To be crystal clear, Bay Tek does not anticipate changing the proposal or making any new proposal. This really is Bay Tek's final proposal. If it is not acceptable to FCU, then Bay Tek is prepared to conduct business relative to the oral revenue share agreement per Bay

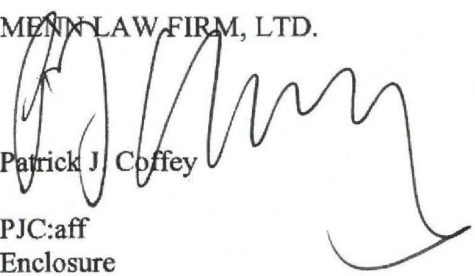
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Tek's understanding of its terms, not FCU's, and Bay Tek is prepared to continue to conduct its business per the terms of the License Agreement with the expectation that FCU will strictly comply with the License Agreement's terms.

If you would like to talk about Bay Tek and the proposal I would very much welcome your phone call.

Very truly yours,

MENN LAW FIRM, LTD.



Patrick J. Coffey

PJC:aff
Enclosure

cc: Mr. Eric Wikman (via email)
Bay Tek Entertainment, Inc.
Attn: Mr. Larry A. Treankler (via email)

Full Circle United Brewskee-Ball Term Sheet

January 17, 2019

- Bay Tek Entertainment (BTE) builds Brewskee-Ball branded lanes exclusively for Full Circle United (FCU) to the specifications of the 10 lanes currently in FCU possession
- BTE supports FCU lanes with standard parts and service terms, 6-mo warranty with service and parts to order after that
- BTE to build and deliver, at no cost, to FCU 40 additional Brewskee-Ball branded lanes
 - o Non-rev share lanes
 - o 50 total lanes @ \$6750 for a total value of \$337,500
 - o Average freight \$350/lane for an estimated total value of \$14,000
- Rescind current rev share agreement on existing 10 lanes
 - o BTE to refund \$21,418.05 generated in 10 lane rev-share deal
 - o BTE to convert physical artwork on Skee-Ball Live lanes to Brewskee-Ball brand at BTE expense
 - o FCU to update any digital art work from Skee-Ball Live to Brewskee-Ball at FCU expense
- 51st and beyond Brewskee-Ball Lane to be purchased by FCU from BTE at \$6750 each
 - o Pricing good through Dec 31, 2020 and adjusted annually based on increases/decreases in cost of materials
- Current licensing agreement is terminated and replaced with a new agreement for an agreed upon term
- No Skee-Ball marks or brand images to be used by FCU
- This new agreement can be terminated by FCU with 90 days' notice
- This agreement gives FCU exclusive, worldwide rights to the bar market, defined as traditional bar/tavern where the primary business is selling of alcohol. This specifically excludes Family Entertainment Centers (FEC) i.e. Dave and Busters, Main Event, Bowlmor, Chuck E. Cheese as examples.
- BTE agrees to a non-compete in Live Play bar market 3 years past term

Current 10-Lane Rev Share Breakdown

	10-Lane Revenue	15% Revenue Share
2018 YTD TOTAL	\$ 142,787	\$ 21,418.05
<u>Monthly Average</u>	<u>\$ 12,981</u>	<u>\$ 1,947.10</u>
Annualized Estimate	\$ 155,768	
Annualized Estimate @ 50 Lanes	\$ 778,838	

Real and Estimated Value for Year 1

- **\$337,500 for 50 lanes**
- **\$14,000 in free freight**
- **\$21,418.05 for rev share refund**
- **\$778,838 in ongoing annual revenue**
- **100% all sponsorship revenue, app revenue, merchandise revenue generated by FCU**

This term sheet is not intended to be an offer capable of acceptance. It is, merely, an outline of the basic terms of a proposal. Under no circumstance shall this term sheet (or any discussions, correspondence, electronic communications between Bay Tek and Full Circle with respect to this term sheet) create, or be used by Full Circle as evidence of, a binding obligation on the part of Bay Tek. Legally binding obligations of Bay Tek, with respect to anything related to this term sheet, will be established only when, as and if Bay Tek and Full Circle execute and deliver to one another a definitive agreement, or agreements, regarding the issues referenced in this term sheet, in their sole and absolute discretion.